

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re:	::	
	::	BANKRUPTCY NO. 20-10334 TPA
JOSEPH MARTIN THOMAS,	::	
Debtor.	::	THE HONORABLE THOMAS P.
	::	AGRESTI
JOSEPH MARTIN THOMAS,	::	
	::	CHAPTER 11
Movant,	::	
	::	
v.	::	
	::	
THE KADA GALLERY,	::	
	::	
Respondent.	::	

**STIPULATION AND CONSENT ORDER
REGARDING CLAIM NO. 25 OF THE KADA GALLERY**

The Debtor, Joseph Martin Thomas (hereinafter the “Debtor”), and the Respondent, The KADA Gallery (the “KADA”, and together, the “Parties”), by and through their respective undersigned counsel, hereby file this *Stipulation and Consent Order regarding Claim No. 25 of the KADA Gallery* pursuant to, *inter alia*, 11 U.S.C. § 502(a), in support of which the following is a statement:

RECITALS

1. On May 6, 2020 (the “Petition Date”), the Debtor filed his petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania at the above-captioned Case No. (the “Bankruptcy Case”).

2. The Debtor continues in the management of his business and property as a Debtor-in-Possession pursuant to §§1107 and 1108 of the Bankruptcy Code. No examiner or trustee has been appointed.

3. Prior to the Petition Date, the Debtor regularly purchased artwork from KADA.

4. On September 15, 2020, KADA filed a secured proof of claim in the amount of \$185,595.33 at Claim No. 25 (the "Claim") in the Bankruptcy Case for artwork that the Debtor purchased but remained unpaid. Some of this artwork remains in possession of KADA and the balance of the artwork has been identified as being in the Debtor's possession.

5. After reviewing the merits of the Claim, the Debtor and KADA, through their respective undersigned counsel, have engaged in *bona fide* discussions in an effort to reach an amicable resolution to the Claim based on their respective positions.

6. As a result of those good faith negotiations, the Debtor, in exercising his sound business judgment, and KADA have reached an agreement, subject to approval by this Honorable Court, regarding the Claim.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the Parties hereto stipulated and agree as follows:

- a. Claim No. 25 filed by KADA in the amount of \$185,595.33 is hereby
DISALLOWED in its entirety.
- b. KADA shall maintain ownership of any artwork currently in its
possession that was purchased by the Debtor in satisfaction of its
claim.

- c. Any purported secured interest in artwork in the Debtor's possession that was purchased from KADA is hereby SATISFIED, and the Debtor will remain in possession and retain ownership of any such artwork currently in his possession.
- d. The Parties hereby mutually agree to a general release of all claims, rights, and causes of action associated with the artwork.

AGREED TO BY:

THE QUINN LAW FIRM

LEECH TISHMAN FUSCALDO & LAMPL,
LLC

By /s/ Michael P. Kruszewski

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Attorneys for the Respondent, The
KADA Gallery

Dated: February 24, 2021

By: /s/Joseph M. Thomas

Joseph M. Thomas, M.D.

By: /s/Kathleen DeAngelo

Kathleen DeAngelo, owner,
KADA Gallery

SO ORDERED, THIS ____ DAY OF _____, 2021 BY:

The Honorable Thomas P. Agresti
United States Bankruptcy Judge